

DOW CORNING

NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Automotive Systems Corporation
Delco Electronics Corp Division
PO Box 9005
Kokomo, IN 46904-9005

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Automotive Systems Corporation from Dow Corning on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

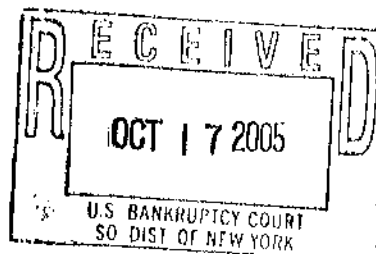
Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Automotive Systems Corporation deliver such goods to Dow Corning immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

Cindy Ferrio CBF

Dow Corning Corporation
Cindy Ferrio CBF
Collection Specialist
2200 West Salzburg Road
Midland, MI 48686-0994
Tele: 1-800-248-2481 Ext: 728



DOW CORNING




Copied:

United States Bankruptcy Court
Southern District of New York
Room 534
One Bowling Green
New York, NY 10004
Tele: 212-668-2870

Skadden, Arps, Slate, Meagher & Flom LLP
John Wm. Butler Jr.
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Tele: 1-800-718-5305

Kathy Smith
Senior Attorney - Dow Corning Law Department
Dow Corning Corporation
2200 West Salzburg Road
Midland, MI 48686-0994
Tele: 989-496-6338

Pls remit to address at bottom of invoice. Reprint SCID-AM 11Oct2005 15:15:38

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003562815		Date 26Sep2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA31 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States						
Payment Terms Pay Immediately 2% Discount Up to 26Sep2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">144.8 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">152.8 KG</td> </tr> </table>					Net Weight	144.8 KG	Gross Weight	152.8 KG
Net Weight	144.8 KG	Gross Weight	152.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603236046 Issue date: 26Sep2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3125316 Purchase order no: 0550076162 from 20Sep2005 PLANT DA31								
4018283 DOW CORNING(R) 3-1953 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Batch: 0002424007 320 lbs = 8 Pail 8.57 USD 1 lbs 2742.40 Customer Material: 47110 VENDOR CODE 1002602								
Total Payable (USD)				2742.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 2742.40 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

Discover more about Dow Corning at: <http://www.dowcorning.com>

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.


**CENTRAL
TRANSPORT**

Pro Number

493-069645-0

Ship Date
09/26/05Pieces
①Weight
566

Reference Number

Org
493DC
785

Freight Terms

Freight Charges Are
Collect

SCAC:

CTII

Consignee:

DELCO
702 JOAQUIN CAVAZOS
LOS INDIOS, TX 78667

Shipper:

DOW CORNING CORP
5300 11 MILE RD
AUBURN, MI 48611

Special Instructions

Delivery Trailer: 53-8347

Shipper COD Amount
0.0000

Delivery Note		Page 1 of 2
Delivery Number 4003235046	Issue Date 26Sep2005	Shipment Reference
Route Midland Area to West Texas, 41	Deliver To Date 30Sep2005	Deliver To Location Shippco Corporation
Terms of Delivery PCA - SHIPPOINT COLLECT	Standard Surface	Standard Surface
Mode of Transport Truck	Warehouse Code Number Dow Corning 486-535-1111	Client Ref 1-800-424-9300
Ship To 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT D431 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78667 Attn: GOODS RECEIPT Telephone: (800) 248-0481	Ship From 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT D431 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78667	Shipping Label 0047 Dow Corning Corporation Auburn Plant 5300 11 Mile Road Auburn MI 48611 Telephone: (800) 498-7000 Fax: (800) 498-7011
Goods Description	Quantity	Net Weight
Plant D431		
Plantable Liquids, n.c.s. (METHYLMETHACRYLATE/ORGANOTITANIUM) 3, UN1993, PG III CHEMICALS NOT VNX 2.05/18.08/000 01/70 4018283 DOW CORNING(R) 3-1993 CONFORMAL COATING BLEND RAK, 18.1 KG (40 LB) Pail Expiration Date: 32006.10e-4-8.0 Pail *** Hazardous (check) *** *** BULK VNX: 300/662 *** MCCN: 8AR99 Customer Material: 47110 VANDON CODE 1002602 Batch: 0002424007 Expiration Date: 45Sep2006 4 Pail 144.8 KG 182.0 KG		
Balance Order Number: 3125439 from 20Sep2005 Purchase Order Number: 0550077200 from 20Sep2005		
Control Transport 493-069645-0		
Plant D431		
SKD LBS CTN DRAM BUN SWAG CRIS BSKT RCK YOTE SL & C SWAG CTN SWAG BSK CTN OTHER SHIPMENT Subject to DOW CORNING T&C and all DOW Terms and Conditions		

Stamp / Sign Here

Firm _____

By Lene Perez
Shipment received in good orderPieces Received 1 PL 13 pailDriver E Lopez Date 9/30/05Arrive Time 2:10Depart Time 4:00

Pro Number

493-069645-0

09/30/05

Additional Delivery Services Requested

☐ Inside Delivery

\$70.00

☐ Sort - Segregate

\$90.00

☐ Driver Delay

\$75.00

☐ Residential Delivery

\$50.00

☐ Liftgate

\$90.00

☐ Redelivery

\$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____

Date _____

Internal Use Only

And Type of Container _____


Part # _____

Qty. of Pcs Affected _____

Desc _____

Skids _____

Date _____ Log# _____

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003562816		Date 26Sep2005
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA31 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States				
Payment Terms Pay Immediately 2% Discount Up to 26Sep2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 90.5 KG Gross Weight 103.5 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603236046 Issue date: 26Sep2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3125439 Purchase order no: 0550077208 from 20Sep2005 PLANT DA31				
3131998 DOW CORNING(R) 3-1753 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Batch: 0002402446 200 lbs = 5 Pail 8.57 USD 1 lbs 1714.00 Customer Material: 47109 VENDOR CODE 1002602				
Total Payable (USD)				1714.00
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 1714.00 USD		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. SI310Ev2				
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.


**CENTRAL
TRANSPORT**

Pro Number

493-069645-0

Ship Date

09/26/05

Pieces

Weight

①

566

Reference Number

Org

DC

493

785

Freight Terms

**Freight Charges Are
Collect**

SCAC:

CTII

Consignee:

 DELCO
702 JOAQUIN CAVAZOS
LOS INDIOS, TX 78667

Shipper:

 DOW CORNING CORP
5300 11 MILE RD
AUBURN, MI 48811

Special Instructions

Delivery Trailer: 53-8347

Shipper COD Amount

0.0000

Stamp / Sign Here

Firm _____

By Lene Perez
Shipment received in good orderPieces Received 1 PL 13 pinsDriver E Lopez Date 9/30/05Arrive Time 2:10Depart Time 4:20

Pro Number

493-069645-0

Additional Delivery Services Requested

☐ Inside Delivery \$70.00 ☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00
☐ Residential Delivery \$50.00 ☐ Liftgate \$90.00 ☐ Redelivery \$50.00

 By signing below, Consignee acknowledges that additional delivery service was performed
 and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only

And Type of Container _____

Part # _____


Qty. of Pcs Affected _____

Date _____

Skids _____

Date _____ Log# _____

DOW CORNING		Delivery Note		Page 1 of 2
Dow Corning Corporation 2100 W. Salzburg Rd. PO Box 994 MIDLAND TX 79702-0994		Delivery Number: 8603236046 Issue Date: 26Sep2005 Route: Midland Area of Wyle Trans, 40 Terms of Delivery: PCA - SHIPPOINT COLLECT Shipping Conditions: Standard Surface		Emergency Call Number: 1-800-444-8111 Client Ref: 1-800-424-9300
Ship-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT D331 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78667 Attn: GORDON RECHERT Telephone: (361) 228-5121		Bill-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT D331 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78667 Telephone: (361) 228-5121		Shipping Point: 0047 Dow Corning Corporation Auburn Plant 5300 11 Mile Road Auburn MI 48811 Telephone: (989) 496-7000 Fax: (989) 496-7011
Goods Description	Quantity	Net Weight	Gross Weight	
Sales Order Number: 3125439 from 20Sep2005 Purchase Order Number: 0580077208 from 20Sep2005 Delivery Number: 8603236046 				
PLANT D331				
Flammable liquids, n.o.s. (METHYLDIMETHOXYMETHANE/ORGANOTITANATE) 3-UN1993, PG IRI CHEMICALS NOT VNX 2.05/YR 090000 CO/20 4016283 DOW CORNING (R) 3-1955 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Net Content: 320.0 Lbs (145.0 Kg) Pail Hazardous? Check! *** *** Store Upright: 300/862 *** BCON: MAR99 Customer Material: 47110 Vendor Code: 1002602 Batch: 0002424007 Expiration Date: 19Sep2008				
Sales Order Number: 3125439 from 20Sep2005 Purchase Order Number: 0580077208 from 20Sep2005 				
PLANT D331 <input checked="" type="checkbox"/> SKD <input type="checkbox"/> LSC CTR <input type="checkbox"/> ORM <input type="checkbox"/> BUN <input type="checkbox"/> SWAG <input type="checkbox"/> CRIS <input type="checkbox"/> BSKT <input type="checkbox"/> RCK <input type="checkbox"/> TOTE <input type="checkbox"/> SLAC <input type="checkbox"/> SWB-CP <input type="checkbox"/> CTN <input type="checkbox"/> SWB-STC <input type="checkbox"/> CTN OTHER: _____ SHIPMENT: _____ http://www.dowcorning.com				

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003571285		Date 30Sep2005
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States				
Payment Terms Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 108.6 KG Gross Weight 118.8 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603251868 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3138778 Purchase order no: 0550041009 from 29Sep2005 PLANT DA24				
3065260 DOW CORNING(R) 3-6265 THIXOTROPIC ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386684 240 lbs = 6 Pail 16.76 USD 1 lbs 4022.40 Customer Spec No.: DELCO ELECTRONICS:M-10437-20 Cust. Spec Revision: C Revision Date: 16May1996 Customer Material: 46759 VENDOR CODE 1002602				
Total Payable (USD)				4022.40
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		4022.40		USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Price charged will be price in effect at planned date of delivery.

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7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

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18. FAIR LABOR STANDARDS ACT

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19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.


**CENTRAL
TRANSPORT**

Pro Number

493-069642-7

Ship Date

09/30/05

Places

1

Weight

260

Reference Number

Org

DC

493

785

Freight Terms

**Freight Charges Are
Collect**

SCAC:

CTII

Consignee:

 DELCO
702 JOAQUIN CAVAZOS
LOS INDIOS, TX 78567

Shipper:

 DOW CORNING CORP
5300 11 MILE RD
ALBURN, MI 48611

Special Instructions

Delivery Trailer: 53-6396

 Shipper COD Amount
0.0000

DOW CORNING		Delivery Note	
Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 594 MIDLAND MI 48686-0594 Telephone (800) 248-2481 Fax (989) 496-4974		Delivery Number: 8603251868 Issue Date: 30Sep2005 Route: Midland Area to West Texas, 4d Terms of Delivery: TCA - SHIPPOINT COLLECT Mode of Transport: Truck Delivery Date: 06Oct2005 Shipping Conditions: Standard Surface Emergency Call Number: Dow Corning (888) 335-1351 Client Fax: 800-424-9300	
Ship-to 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 701 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 Attn: GOODS RECEIPT Telephone (956) 228 2368	Sold-to 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567	Ship-from point 0047 Dow Corning Corporation Auburn Plant 5300 11 Mile Road ALBURN MI 48611 Telephone (989) 496-7000 Fax: (989) 496-7015	
Goods Description	Quantity	Net Weight	Gross Weight
Sales Order Number: 3738778 Standard Order from 29Sep2005 Purchase Order Number: 0550041009 from 29Sep2005 Delivery Number: 8603251868 PLANT DA24 ADHESIVE NOI 004620 SUB 05 CL/80 3065260 DOW CORNING(R) 3-6265 THERMOPLASTIC ADHESIVE, 16.1 KG (40 lb) PAI Item total: 240.0 lbs = 6.0 Pail *** Material must be kept refrigerated *** *** Store BETWEEN -40C to 50 *** ECN: 34999 Customer Spec No.: DELCO ELECTRONICS-M-10437-20 Cust. Spec Revision: C Revision Date: 16May1996 Customer Material: 46759 VENDOR CODE 1002602 Batch: 0002306684 Expiration Date: 28Jul2006 6 Pail 108.6 KG 118.8 KG SWAC CRIS BSKT RCK TOTE SLAC SWS OF CTN SWS OF CTN OTHER Subject to 1041747-108 and 108-1080 14708 and DOT 48 CFR 275 Central Transport 493-069642-7 Ron Meyer 9-30-05 #47-0592			

Discover more about Dow Corning at: <http://www.dowcorning.com>

Stamp / Sign Here

Firm

By

Shipment received in good order

Pieces Received

Driver

Date

Arrive Time

Depart Time

Pro Number

493-069642-7

Additional Delivery Services Requested

☐ Inside Delivery

\$70.00

☐ Sort - Segregate

\$90.00

☐ Driver Delay

\$75.00

☐ Residential Delivery

\$50.00

☐ Liftgate

\$90.00

☐ Redelivery

\$50.00

 By signing below, Consignee acknowledges that additional delivery service was performed
 and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature

Date

Internal Use Only

And Type of Container

Part #


Qty. of Pcs Affected

Desc

Skids

Date

Log#

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573646		Date 03Oct2005				
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Perrio Phone: 989-496-7728 Fax: 989-496-6299						
Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States								
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">64.8 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">71.3 KG</td> </tr> </table>					Net Weight	64.8 KG	Gross Weight	71.3 KG
Net Weight	64.8 KG	Gross Weight	71.3 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603254985 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3125552 Purchase order no: 0550041553 from 20Sep2005 PLANT DA01								
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail Batch: 0002405775 144 lbs = 18 Pail 12.10 USD 1 lbs 1742.40 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602								
Total Payable (USD)				1742.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 1742.40 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
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Pg. 19 of 105
Pls remit to address at bottom of invoice Release Printout SCHD-AM 11Oct2005 15:16:50

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573647		Date 03Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to: 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
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Net Weight	40.0 KG	Gross Weight	40.0 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255541 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136828 Purchase order no: 0550070460 from 28Sep2005 PLANT DA01								
4038438 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Pail Batch: 0002421519 88 lbs = 2 Pail 9.55 USD 1 lbs 840.40 Customer Material: 47119 VENDOR CODE: 1002602								
Total Payable (USD)				840.40				
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This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

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19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573648		Date 03Oct2005				
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299						
Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States								
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">18.1 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">22.0 KG</td> </tr> </table>					Net Weight	18.1 KG	Gross Weight	22.0 KG
Net Weight	18.1 KG	Gross Weight	22.0 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255542 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136843 Purchase order no: 0550045027 from 28Sep2005 PLANT DA01								
3127541 DOW CORNING(R) 3-4165 SILICONE DIELECTRIC GEL, 18.1 KG (40 LB) Pail Batch: 0002401167 40 lbs = 1 Pail 6.01 USD 1 lbs 240.40 Customer Spec No.: DELCO ELECTRONICS:M-10568-12 Cust. Spec Revision: C Revision Date: 11May2001 Customer Material: 47043 VENDOR CODE 1002602								
Total Payable (USD)				240.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 240.40 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. SI310EY2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

1. END USE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

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8. TAXES:

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14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
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		Invoice contact Cindy Ferrio						
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Bill-to: 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
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Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">18.1 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">19.8 KG</td> </tr> </table>					Net Weight	18.1 KG	Gross Weight	19.8 KG
Net Weight	18.1 KG	Gross Weight	19.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255543 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136877 Purchase order no: 0550038970 from 28Sep2005 PLANT DA01								
3065219 DOW CORNING(R) X3-1598 ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386777 40 lbs = 1 Pail 9.50 USD 1 lbs 380.00 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46762 VENDOR CODE 1002602								
Total Payable (USD)				380.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 380.00 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

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449-9000
792-2821-PA WATTS
245-1244-INTERSTATE WATTS

S.C.A.C.
PJXI

PJAX
FREIGHT SYSTEM

PJAX
P.O. BOX 1290
GIBSONIA, PA 15044-1290



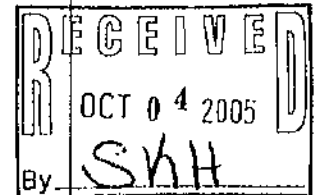
Pro No: 121797757

DELPHI DELCO 66001 2033 E BLVD 66001 KOKOMO, IN 46904 P.O. # 0550038970	55362	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603255543	42914
DEPT. LISM		DELCO & ACCUSHIP 1900 EXETER ROAD	
SPECIAL INSTRUCTIONS		55521	

TR#	DATE	ORIGIN TERM	DESTINATION TERM
	10/03/05	SAG	IND

TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	UL PROJ & DATE	PJAX REV	INTERLINE


ACES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units SKD ADHESIVE NOI **MATERIAL MUST BE KEPT REFRIGERATED - STORE BETWEEN -40C TO 5C** PLANT DA01 ATTN GOODS RECEIPT 9.5 Percent Fuel Surcharge Applied.	338	MIN	
1		<----- Totals ----->	338	PLT 1	COLL



DELIVERY RECEIPT	DRIVER SIGNATURE	RECEIVED IN GOOD CONDITION AS NOTED			TOTAL P.C.
	DATE	TIME IN	TIME OUT	CUSTOMER SIGNATURE	
	4	#	7		1

Invoices: 1003573646
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Pg. 27 of 105
Pls remit to address at bottom of invoice Report Timeout SCID-AM 11Oct2005 15:17:21

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573650		Date 03Oct2005				
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Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States						
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Shipping Weight (net/gross) <table border="0" style="width: 100%;"> <tr> <td style="text-align: right;">Net Weight</td> <td style="text-align: right;">100.0 KG</td> <td style="text-align: right;">Gross Weight</td> <td style="text-align: right;">108.0 KG</td> </tr> </table>					Net Weight	100.0 KG	Gross Weight	108.0 KG
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Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255544 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3141556 Purchase order no: 0550053982 from 30Sep2005. PLANT DA24								
3131505 DOW CORNING(R) 1-4174 THERMALLY CONDUCTIVE ADHESIVE, 10 KG (22 LB) Pail Batch: 0002425412 220 lbs = 10 Pail 42.00 USD 1 lbs 9240.00 Customer Material: 46790 VENDOR CODE: 1002602								
Total Payable (USD)				9240.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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18. FAIR LABOR STANDARDS ACT

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573652		Date 03Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA31 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States						
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">199.5 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">217.2 KG</td> </tr> </table>					Net Weight	199.5 KG	Gross Weight	217.2 KG
Net Weight	199.5 KG	Gross Weight	217.2 KG					
Goods Description		Quantity	Price	Unit				
Delivery number: 8603255547 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3141575 Purchase order no: 0550077208 from 01Oct2005 PLANT DA31								
2335719 SYLGARD(R) 1-4097 CONFORMAL COATING, 199.5 KG (440 LB) drum Batch: 0002401174 440 lbs = 1 drum 4.44 USD 1 lbs 1953.60 Customer Spec No.: DELCO ELECTRONICS:M-10569-25 Cust. Spec Revision: B Revision Date: 02Sep1992 Customer Material: 47087 VENDOR CODE 1002602								
Total Payable (USD)				1953.60				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency				
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310E-2		1953.60		USD				
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

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11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Pls remit to address at bottom of invoice Pg. 31 of 105
 Repeat Printout SCHD-AM 110Oct2005 15:17:51

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573653		Date 03Oct2005				
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Shipping Weight (net/gross) <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Net Weight</td> <td style="text-align: center;">144.8 KG</td> <td style="text-align: center;">Gross Weight</td> <td style="text-align: center;">152.8 KG</td> </tr> </table>					Net Weight	144.8 KG	Gross Weight	152.8 KG
Net Weight	144.8 KG	Gross Weight	152.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255661 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3125318 Purchase order no: 0550076162 from 20Sep2005 PLANT DA31								
4018283 DOW CORNING(R) 3-1953 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Batch: 0002422479 320 lbs = 8 Pail 8.57 USD 1 lbs 2742.40 Customer Material: 47110 VENDOR CODE 1002602								
Total Payable (USD)				2742.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
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**CENTRAL
TRANSPORT**
Pro Number

493-069643-5

Central Transport Delivery Receipt

Ship Date 10/03/05	
Placas (2)	Weight 540
Reference Number	
Org 493	DC 785
Freight Terms Freight Charges Are Collect	
SCAC: CTII	

Consignee:

DELCO ELECTRONICS SYSTEMS
702 JOAQUIN CAVAZOS
LOS INDIOS, TX 78567

Shipper:

DOW CORNING CORP
5300 11 MILE RD
AUBURN, MI 48611

Special Instructions

Delivery Trailer: 53-6644
Shipper COD Amount
0.0000

DOW CORNING Dow Corning Corporation 2200 W. Salisbury Rd. PO Box 594 MIDLAND, MI 48685-6994 Telephone: (800) 448-7481 Fax: (800) 496-0974		Delivery Note Page 1 of 2 Delivery Number: 5803255651 Issue Date: 03Oct2005 Shipper Reference: 0000564100 Issue Date: 07Oct2005 Region: Midwest Area to West Texas, 44 Terms of Delivery: TCA - SHIPMENT COLLECT Mode of Transport: Truck Shipping Conditions: Standard Surface Emergency Call Numbers: Dow Corning 1-888-335-1331 ChemTrex 1-800-424-3300																					
Ship to 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DAB31 702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567 Attn: GEORGE RECHITT Telephone: (956) 228-5121		Sold to 1041849 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DAB31 702 JOAQUIN CAVAZOS ROAD LOS INDIOS, TX 78567																					
Shipping point 0047 Dow Corning Corporation Auburn Plant 5300 11 Mile Road AUBURN, MI 48611 Telephone: (800) 496-7000 Fax: (800) 496-7015																							
<table border="1"> <thead> <tr> <th>Goods Description</th> <th>Quantity</th> <th>Net Weight</th> <th>Gross Weight</th> </tr> </thead> <tbody> <tr> <td colspan="4"> Sales Order Number: 3125318 Standard Order from 20Sep2005 Purchase Order Number: 0550076162 from 20Sep2005 Delivery Number: 5803255651 </td> </tr> <tr> <td colspan="4">PLANT DAB31</td> </tr> <tr> <td colspan="4"> Flammable Liquids, n.o.s. (METHYLTRIMETHOXYMILAN/ ORGANOTITANATE) 3, UN1993, 60 TYP CHEMICALS NOX VNE 2.05/13 060000 CL/70 4010283 DOW CORNING (R) 3-1253 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Item total: 320.0 lbs = 14.5 Pail *** Hazardous: Check! *** *** Store BELOW 30C/86F *** ECN: EAW99 Customer Material: 47110 VENDOR CODE 1002602 Batch: 0002422479 Expiration Date: 24Sep2006 </td> </tr> <tr> <td colspan="2"></td> <td>6 Pail</td> <td>144.8 KG 152.8 KG</td> </tr> </tbody> </table>		Goods Description	Quantity	Net Weight	Gross Weight	Sales Order Number: 3125318 Standard Order from 20Sep2005 Purchase Order Number: 0550076162 from 20Sep2005 Delivery Number: 5803255651 				PLANT DAB31				Flammable Liquids, n.o.s. (METHYLTRIMETHOXYMILAN/ ORGANOTITANATE) 3, UN1993, 60 TYP CHEMICALS NOX VNE 2.05/13 060000 CL/70 4010283 DOW CORNING (R) 3-1253 CONFORMAL COATING BLADDER PAK, 18.1 KG (40 LB) Pail Item total: 320.0 lbs = 14.5 Pail *** Hazardous: Check! *** *** Store BELOW 30C/86F *** ECN: EAW99 Customer Material: 47110 VENDOR CODE 1002602 Batch: 0002422479 Expiration Date: 24Sep2006						6 Pail	144.8 KG 152.8 KG	<p>540#</p> <p>23KDS</p>	
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CTO	ROKT	ROK	YOTE	BL & C																			
OWS OF	CTN	OWS OF	CTN																				
OTHER: BENEFIT																							

Discover more about Dow Corning at: <http://www.dowcorning.com>

Stamp / Sign Here

Firm _____

By Line Perry
Shipment received in good order

Pieces Received 2 PL 18 pails

Driver E. Perry Date 10/10/05

Arrive Time _____ Depart Time _____

Pro Number

493-069643-5

10/10/05

10 small 8 regular

☐ Inside Delivery \$70.00
☐ Residential Delivery \$50.00

Additional Delivery Services Requested

☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00
☐ Liftgate \$90.00 ☐ Redelivery \$50.00


By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only

And Type of Container _____
Part # _____
Qty. of Pcs Affected _____

Desc. _____
Skids _____
Data _____ Log# _____

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1					
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573651		Date 03Oct2005					
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Shipping Weight (net/gross) <table border="0" style="width: 100%;"> <tr> <td style="text-align: right;">Net Weight</td> <td style="text-align: right;">90.0 KG</td> <td style="text-align: right;">Gross Weight</td> <td style="text-align: right;">119.7 KG</td> </tr> </table>						Net Weight	90.0 KG	Gross Weight	119.7 KG
Net Weight	90.0 KG	Gross Weight	119.7 KG						
Goods Description		Quantity	Price	Unit	Amount				
Delivery number: 8603255545 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT									
Sales order: 3141558 Purchase order no: 0550041009 from 30Sep2005 PLANT DA24									
3135641 DOW CORNING(R) 1-4174 THERMALLY CONDUCTIVE ADHESIVE, 1.5 KG (3.3 LB) Crtrdrg Batch: 0002413167 <div style="text-align: right; margin-right: 100px;"> 60 Crtrdrg 135.00 USD 1 Crtrdrg 8100.00 </div> Customer Spec No.: DELCO ELECTRONICS:M-10437-36 Cust. Spec Revision: A Revision Date: 24Feb1998 Customer Material: 46779 VENDOR CODE 1002602									
Total Payable (USD)					8100.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.									
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.			Total Payable						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Lv2			8100.00						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.			Currency USD						

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

Shipment Tracking Details

Tracking Information

Tracking Number: 215420715 Origin Waybill:
Filtered By: Tracking Number 215420715

Shipment Information

Status: Delivered
Signature: R. Perez
Service Level: Standard Overnight
Shipped Date: 03-Oct-2005
Origin: Auburn, MI, US
Destination: Los Indios, TX, US

Package Information

Pieces: 1
Weight: 462.0 L **
Volume Weight: 535.0 L
View Dimensions: View Dimensions

References


Description	Number
SHIPPER'S REFERENCE	860325545
CUSTOMER REFERENCE NUMBER	0550041009

Shipment History

Date	Time	Pieces	Activity	Location	Remarks
04-Oct-2005	1215	1	Delivered	Brownsville, TX, US	R. PEREZ
04-Oct-2005	1052	1	Out for Delivery	Brownsville, TX, US	
04-Oct-2005	0958	1	Scanned	Brownsville, TX, US	
04-Oct-2005	0924	1	Scanned	Brownsville, TX, US	
04-Oct-2005	0834	1	Arrived	Brownsville, TX, US	
04-Oct-2005	0638	1	Departed	Memphis, TN, US	
04-Oct-2005	0603	1	Scanned	Memphis, TN, US	
04-Oct-2005	0603	1	Arrived	Memphis, TN, US	
04-Oct-2005	0533	1	Departed	Toledo, OH, US	
04-Oct-2005	0254	1	Scanned	Toledo, OH, US	
04-Oct-2005	0211	1	Arrived	Toledo, OH, US	
04-Oct-2005	0023	1	Departed	Detroit, MI, US	
03-Oct-2005	2220	1	Scanned	Detroit, MI, US	
03-Oct-2005	2220	1	Arrived	Detroit, MI, US	
03-Oct-2005	2100	1	Departed	Flint, MI, US	
03-Oct-2005	1649	1	Scanned	Flint, MI, US	
03-Oct-2005	1648	1	Shipment Labeled	Flint, MI, US	
03-Oct-2005	1540	1	Received	Flint, MI, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003573651

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573654		Date 03Oct2005
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States				
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 25.2 KG Gross Weight 27.7 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603255548 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3136886 Purchase order no: 0550043380 from 28Sep2005 PLANT DA64				
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail, Batch: 0002405775 56 lbs = 7 Pail 12.10 USD 1 lbs 677.60 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602				
Total Payable (USD)				677.60
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 677.60 USD		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2				
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

TERMS & CONDITIONS OF SALE

1. END USE

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2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

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19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

(724) 440-9000
 (800) 792-2821-PA WATTS
 (800) 245-1244-INTERSTATE WATTS

S.C.A.C.
 PJXI

PJAX
FREIGHT SYSTEM

PJAX
 P.O. BOX 1200
 GIBSONIA, PA 15044-1200

Pro No: 121797781

DELCO ELECTRONICS 66011 7929 S HOWELL AVE 66011 OAK CREEK, WI 53154 P.O. # 0550043380	55374	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603255548	42914
SPECIAL INSTRUCTIONS		DELCO & ACCUSHIP 1900 EXETER ROAD GERMANTOWN, TN 38138	

TRF	DATE	ORIGINATION TERM	DESTINATION TERM
	10/03/05	SAG	CHI


TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	I/L PRO# & DATE	PJAX REV.	INTERLINE
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PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units SKD ADHESIVE NOI **MATERIAL MUST BE KEPT REFRIGERATED - STORE BETWEEN -40C TO 5C** PLANT DA64 ATTN GOODS RECEIPT 9.5 Percent Fuel Surcharge Applied.	61	MIN	
1		<----- Totals ----->	61	PLT 1	COLL

CUSTOMER COPY

DRIVER SIGNATURE	RECEIVED IN GOOD CONDITION AS NOTED	TOTAL PCS
DATE	CUSTOMER NAME	
TIME IN	CUSTOMER SIGNATURE	1
TIME OUT		

Invoice 1003573654

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003575792		Date 04Oct2005				
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 04Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">210.0 G</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">263.9 G</td> </tr> </table>					Net Weight	210.0 G	Gross Weight	263.9 G
Net Weight	210.0 G	Gross Weight	263.9 G					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603258170 Issue date: 04Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136807 Purchase order no: 0550040019 from 28Sep2005 PLANT DA01								
4043981 DOW CORNING(R) DA 6526 BD,30 G each Batch: 0002390491 7 each = 210 g 312.60 USD 1 each 2188.20 Customer Material: 47029 VENDOR CODE: 10002602								
Total Payable (USD)				2188.20				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 2188.20 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

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Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

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If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003575793		Date 04Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 04Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">20.0 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">20.0 KG</td> </tr> </table>					Net Weight	20.0 KG	Gross Weight	20.0 KG
Net Weight	20.0 KG	Gross Weight	20.0 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603258171 Issue date: 04Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136829 Purchase order no: 0550070460 from 28Sep2005 PLANT DA01								
4038438 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Pail Batch: 0002421519 44 lbs = 1 Pail 9.55 USD 1 lbs 420.20 Customer Material: 47119 VENDOR CODE: 1002602								
Total Payable (USD)				420.20				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 420.20 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 81310EY2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

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9. CONTINGENCIES

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10. APPLICABLE LAW

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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Discover more about Dow Corning at: <http://www.dowcorning.com>

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PIAX		PIAX	
S.C.A.C. PJXI		P.O. BOX 1290 GIBSONIA, PA 15044-1290	
149-8000 792-2821-PA WATTS 745-1244-INTERSTATE WATTS		Pro No: 121797559	
DELPHI DELCO 66001 2033 E BLVD 66001 KOKOMO, IN 46904 P.O. # 0550070460 DEPT. MILO		55362 DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603258171	
SPECIAL INSTRUCTIONS		42914 55521 DELCO & ACCUSHIP 1900 EXETER ROAD GERMANTOWN, TN 38138	
TRF#	DATE	ORIGIN	DEST
	10/04/05	SAG	IND
TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM
PIECES	HAZ	REMARKS	RATE
1		1 Handling units PLT STC CHEMICALS NOI MUST BE KEPT REFRIGERATED STORE BETWEEN -40C TO 5C 10 Percent Fuel Surcharge Applied.	88 MIN
1		<----- Totals ----->	88 PLT 1 COLL
DRIVER SIGNATURE		RECEIVED IN GOOD CONDITION AS NOTED	
DATE		CUSTOMER NAME	
TIME IN		CUSTOMER SIGNATURE	
TIME OUT			

DELIVERY RECEIPT

1

Inv # 1003575792
1003575793
1003575794

 DOW CORNING 		Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003575795		Date 04Oct2005		
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Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States				
Payment Terms Pay Immediately 2% Discount Up to 04Oct2005 you receive 2.000 % discount						
Shipping Weight (net/gross) Net Weight 25.2 KG Gross Weight 27.7 KG						
Goods Description	Quantity	Price	Unit	Amount		
Delivery number: 8603258175 Issue date: 04Oct2005 Delivery terms: FCA SHIPPOINT COLLECT						
Sales order: 3136887 Purchase order no: 0550043380 from 28Sep2005 PLANT DA64						
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail Batch: 0002405775 56 lbs = 7 Pail 12.10 USD 1 lbs 677.60 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602						
Total Payable (USD)					677.60	
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.						
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.			Total Payable		Currency	
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Kv2			677.60		USD	
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(412) 449-9000
 (800) 792-2821-PA WATTS
 (800) 245-1244-INTERSTATE WATTS

S.C.A.C.
 PJAX

PJAX
FREIGHT SYSTEM

PJAX
 P.O. BOX 1290
 GIBSONIA, PA 15044-1290



Pro No: 121797542

DELCO ELECTRONICS 66011 7929 S HOWELL AVE 66011 OAK CREEK, WI 53154 P.O. # 0550043380	55374	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603258175	42914
DEPT. MILO		DELCO & ACCUSHIP 1900 EXETER ROAD GERMANTOWN, TN 38138	
SPECIAL INSTRUCTIONS		55521	

DATE	ORIGIN	TERM	DESTINATION	TERM
10/04/05	SAG		CHI	
TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.
				I/L PRO# & DATE
				PJAX REV.
				INTERLINE

PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT STC ADHESIVE NOI MUST BE KEPT REFRIGERATED STORE BTWN -40C TO 5C 10 Percent Fuel Surcharge Applied.	61	MIN	
1		Totals	61	PLT 1	CONF

DELIVERY RECEIPT

DRIVER
SIGNATURE

DATE

TIME IN

TIME OUT


RECEIVED IN GOOD CONDITION AS NOTED
CUSTOMER NAMECUSTOMER
SIGNATURE

John Blumgartner

TOTAL Pcs

1

Invoice 1003575795

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1					
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003577723		Date 05Oct2005					
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio							
		Phone: 989-496-7728 Fax: 989-496-6299							
		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States							
Payment Terms Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount									
Shipping Weight (net/gross) <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Net Weight</td> <td style="text-align: center;">40.0 KG</td> <td style="text-align: center;">Gross Weight</td> <td style="text-align: center;">43.2 KG</td> </tr> </table>						Net Weight	40.0 KG	Gross Weight	43.2 KG
Net Weight	40.0 KG	Gross Weight	43.2 KG						
Goods Description		Quantity		Price					
Unit		Amount							
Delivery number: 8603258291 Issue date: 05Oct2005 Delivery terms: FCA SHIPPOINT COLLECT									
Sales order: 3136860 Purchase order no: 0550079206 from 28Sep2005 PLANT DA01									
4025029 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESIVE, 10 KG Pail Batch: 0002395727 88 lbs = 4 Pail 42.92 USD 1 lbs 3776.96 Customer Material: 28022010 VENDOR CODE: 1002602									
Total Payable (USD)					3776.96				
<p>PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055.</p> <p>INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.</p>									
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.				Total Payable					
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2				3776.96					
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				Currency USD					

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

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12. ORDERS FOR INDEFINITE DELIVERY:

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14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT


This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003577724		Date 05Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to: 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">18.1 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">22.0 KG</td> </tr> </table>					Net Weight	18.1 KG	Gross Weight	22.0 KG
Net Weight	18.1 KG	Gross Weight	22.0 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603258292 Issue date: 05Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136845 Purchase order no: 0550045027 from 28Sep2005 PLANT DA01.								
3127541 DOW CORNING(R) 3-4165 SILICONE DIELECTRIC GEL, 18.1 KG (40 LB) Pail Batch: 0002415691 40 lbs = 1 Pail 6.01 USD 1 lbs 240.40 Customer Spec No.: DELCO ELECTRONICS:M-10568-12 Cust. Spec Revision: C Revision Date: 11May2001 Customer Material: 47043 VENDOR CODE 1002602								
Total Payable (USD)				240.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 240.40 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

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If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003577725		Date 05Oct2005				
		Invoice contact Cindy Ferrie						
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Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
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Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603258293 Issue date: 05Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136831 Purchase order no: 0550070460 from 28Sep2005 PLANT DA01								
4038438 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Pail Batch: 0002421519 88 lbs = 2 Pail 9.55 USD 1 lbs 840.40 Customer Material: 47119 VENDOR CODE: 1002602								
Total Payable (USD)				840.40				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
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SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		840.40						
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PJAX

P.O. BOX 1290

GIBSONIA, PA 15044-1290

Pro No: 108782327

(412) 448-8000
(800) 782-2821-PA WATTS
(800) 245-1244-INTERSTATE WATTS

S.C.A.C.
PJXI

C O N S I G N E	DELPHI DELCO 66001	55362	DOW CORNING	42914
	2033 E BLVD		5300 11 MILE ROAD	
	66001		615225588	
	KOKOMO, IN 46904		AUBURN, MI 48611	
	P.O. # 0550045027	DEPT. MILO	B/L# 8603258292	
SPECIAL INSTRUCTIONS			DELCO & ACCUSHIP	55521
			1900 EXETER ROAD	

TR#	DATE	ORIGINATOR TERM	DESTINATION TERM				
	10/05/05	SAG	IND				
TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	IA, PRO# & DATE	PJAX REV	INTERLINE

PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		PLT STC CMPDS INSULATING ELEC NOI CONS: PLANT DA01 10 Percent Fuel Surcharge Applied.	232	MIN	
1		<----- Totals ----->	232	PLT 1 COLL	

RECEIVED
OCT 06 2005
By SKH

DELIVERY RECEIPT	DRIVER SIGNATURE <u>h</u>			RECEIVED IN GOOD CONDITION AS NOTED		1
	DATE <u>h</u> TIME IN <u>1</u> TIME OUT <u>h</u>			CUSTOMER NAME		
				CUSTOMER SIGNATURE		

Invoices: 1003577723
1003577724
1003577725

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003577726		Date 05Oct2005				
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299						
Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States								
Payment Terms Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">25.2 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">27.7 KG</td> </tr> </table>					Net Weight	25.2 KG	Gross Weight	27.7 KG
Net Weight	25.2 KG	Gross Weight	27.7 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603261144 Issue date: 05Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136891 Purchase order no: 0550043380 from 28Sep2005 PLANT DA64								
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail Batch: 0002405775 56 lbs = 7 Pail 12.10 USD 1 lbs 677.60 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602								
Total Payable (USD)				677.60				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 677.60 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310E*2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control, including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

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18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.



(412) 449-9000
(800) 792-2821-PA WATTS
(800) 245-1244-INTERSTATE WATTS

S.C.A.C.
PJXI

PJAX
P.O. BOX 1290
GIBSONIA, PA 15044-1290

Pro No: 108782335

42914

DELCO ELECTRONICS 66011
7929 S HOWELL AVE
66011
OAK CREEK, WI 53154
P.O. # 0550043380

55374

DEPT. MILO

DOW CORNING
5300 11 MILE ROAD
615225588
AUBURN, MI 48611
B/L# 8603261144

55521

SPECIAL INSTRUCTIONS

DELCO & ACCUSHIP
1900 EXETER ROAD

GERMANTOWN, TN 38138

TRM	DATE	ORIGINATION TERM	DESTINATION TERM	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	U/L PRO# & DATE	PJAX REV.	INTERLINE
	10/05/05	SAG	CHI							
TRANSFERRED TO										

PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT STC ADHESIVE NOI MUST BE KEPT REFRIGERATED STORE BTWN -40C TO 5C CONS: PLANT DA64 10 Percent Fuel Surcharge Applied.	61	MIN	
1		Totals ----->	61	PLT 1 COLL	

RECEIVED IN GOOD CONDITION AS NOTED
CUSTOMER NAME
CUSTOMER SIGNATURE

J. SCHAEFER

1

DELIVERY
RECEIPT


DRIVER
SIGNATURE

DATE

TIME IN

TIME OUT

Invoice 1003577726

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579825		Date 06Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0"> <tr> <td>Net Weight</td> <td>80.0 KG</td> <td>Gross Weight</td> <td>80.0 KG</td> </tr> </table>					Net Weight	80.0 KG	Gross Weight	80.0 KG
Net Weight	80.0 KG	Gross Weight	80.0 KG					
Goods Description		Quantity	Price	Amount				
Delivery number: 8603264585 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136832 Purchase order no: 0550070460 from 28Sep2005 PLANT DA01								
4038438 DOW CORNING(R) 3-1598 HP ADHESIVE, 20 KG (44 LB) Pail Batch: 0002421519 176 lbs = 4 Pail 9.55 USD 1 lbs 1680.80 Customer Material: 47119 VENDOR CODE: 1002602								
Total Payable (USD)				1680.80				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable 1680.80						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310E.v2		Currency USD						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
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Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States				
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 18.1 KG Gross Weight 22.0 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603264586 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3136846 Purchase order no: 0550045027 from 28Sep2005 PLANT DA01				
3127541 DOW CORNING(R) 3-4165 SILICONE DIELECTRIC GEL, 18.1 KG (40 LB) Pail Batch: 0002415691 40 lbs = 1 Pail 6.01 USD 1 lbs 240.40 Customer Spec No.: DELCO ELECTRONICS:M-10568-12 Cust. Spec Revision: C Revision Date: 11May2001 Customer Material: 47043 VENDOR CODE 1002602				
Total Payable (USD)				240.40
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
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SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. SI310Ev2		240.40		
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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579827		Date 06Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to: 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">18.1 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">19.8 KG</td> </tr> </table>					Net Weight	18.1 KG	Gross Weight	19.8 KG
Net Weight	18.1 KG	Gross Weight	19.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603264587 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136880 Purchase order no: 0550038970 from 28Sep2005 PLANT DA01								
3065219 DOW CORNING(R) X3-1598 ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386777 40 lbs = 1 Pail 9.50 USD 1 lbs 380.00 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46762 VENDOR CODE 1002602								
Total Payable (USD)				380.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		380.00						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		Currency USD						

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2. LIMITED WARRANTY

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3. REMEDY

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4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

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9. CONTINGENCIES

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

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05-44481-rdd
 001 792-2821-PA WATTS
 001 245-1244-INTERSTATE WATTS

S.C.A.C.
 PJXI

PJAX
 P.O. BOX 1290
 GIBSONIA, PA 15044-1290



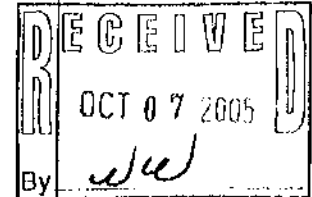
Pro No: 121797815

CONS IGN T E	DELPHI DELCO 66001	55362	DOW CORNING	42914
	2033 E BLVD		5300 11 MILE ROAD	
	66001		615225588	
	KOKOMO, IN 46904		AUBURN, MI 48611	
	P.O. # 0550070460	DEPT. MAMC	B/L# 8603264585	
SPECIAL INSTRUCTIONS			DELCO % ACCUSHIP	55521
			1900 EXETER ROAD	

TR#	DATE	ORIGIN/TERM	DESTINATION/TERM
	10/06/05	SAG	IND

TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	TL PRO# & DATE	PJAX REV.	INTERLINE

PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT STC 4 PAIL CHEMICALS NOI 060000 PLANT DA01 ATTN GOODS RECEIPT MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C TO 5C 10 Percent Fuel Surcharge Applied.	269	MIN	
1		<----- Totals ----->	269	PLT 1	COLL



DELIVERY RECEIPT	DRIVER SIGNATURE	RECEIVED IN GOOD CONDITION AS NOTED		TOTAL EST 1
	DATE	TIME IN	CUSTOMER NAME	
	TIME OUT	CUSTOMER SIGNATURE		
	u	u	u	

Invoice 1003579825 \$
 1003579826 \$
 1003579827

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579828		Date 06Oct2005
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States				
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 0.9 KG Gross Weight 19.3 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603265255 Issue date: 06Oct2005 Delivery terms: CIP PPAL, FOB ORIGIN				
Sales order: 3136817 Purchase order no: 0550039439 from 28Sep2005 PLANT DA01				
4044010 DOW CORNING(R) 3-1846 ADHESIVE, 55 ML Crtrdrg Batch: 0002417342 17 Crtrdrg = 17 pc 47.38 USD 1 Crtrdrg 805.46 Customer Material: 46777 VENDOR CODE 1002602				
Total Payable (USD)				805.46
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 805.46 USD		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2				
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1					
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579829	Date 06Oct2005						
		Invoice contact Cindy Ferrio							
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Bill-to: 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States							
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount									
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">25.2 KG</td> <td style="text-align:right">Gross Weight</td> <td colspan="2" style="text-align:right">27.7 KG</td> </tr> </table>					Net Weight	25.2 KG	Gross Weight	27.7 KG	
Net Weight	25.2 KG	Gross Weight	27.7 KG						
Goods Description	Quantity	Price	Unit	Amount					
Delivery number: 8603264588 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT									
Sales order: 3141585 Purchase order no: 0550043380 from 03Oct2005 PLANT DA64									
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail Batch: 0002405775 56 lbs = 7 Pail 12.10 USD 1 lbs 677.60 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602									
Total Payable (USD)				677.60					
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.									
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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579830		Date 06Oct2005				
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Perrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
		Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States						
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">199.5 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">217.2 KG</td> </tr> </table>					Net Weight	199.5 KG	Gross Weight	217.2 KG
Net Weight	199.5 KG	Gross Weight	217.2 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603264589 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3136893 Purchase order no: 0550039934 from 28Sep2005 PLANT DA64								
2335719 SYLGARD(R) 1-4097 CONFORMAL COATING, 199.5 KG (440 LB) drum Batch: 0002401174 440 lbs = 1 drum 4.44 USD 1 lbs 1953.60 Customer Spec No.: DELCO ELECTRONICS:M-10569-25 Cust. Spec Revision: B Revision Date: 02Sep1992 Customer Material: 47087 VENDOR CODE 1002602								
Total Payable (USD)				1953.60				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		1953.60						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		Currency USD						

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14121 448-8000
 18001 792-2811-PA WATTS
 18001 245-1244-INTERSTATE WATTS

S.C.A.C.
 PJXI

PJAX
FREIGHT SYSTEM

PJAX
 P.O. BOX 1290
 GIBSONIA, PA 15044-1290



Pro No: 121797807

CONS LINE	DELCO ELECTRONICS 66011	55374	DOW CORNING	42914
	7929 S HOWELL AVE		5300 11 MILE ROAD	
	66011		615225588	
	OAK CREEK, WI 53154		AUBURN, MI 48611	
	P.O. # 0550043380	DEPT. MAMC	B/L# 8603264588	

SPECIAL INSTRUCTIONS

DELCO & ACCUSHIP 55521
 1900 EXETER ROAD

DATE	ORIGIN TERM	DESTINATION TERM
10/06/05	SAG	CHI

GERMANTOWN, TN 38138

TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	M. PRO# & DATE	PJAX REV	INTERLINE
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PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT STC 7 PAILS ADHESIVE NOI 004620 S 5 PIANT DA64 ATTN GOODS RECEIPT MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C-5C 10 Percent Fuel Surcharge Applied.	540		
1		<----- Totals ----->	540	PLT 1 COLL	

DELIVERY
RECEIPTDRIVER
SIGNATURE

DATE

TIME IN

TIME OUT

RECEIVED IN GOOD CONDITION AS NOTED


CUSTOMER NAME

CUSTOMER
SIGNATURE

TOTAL PCH

1

Invoices 1003579829
 1003579830

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582047	Date 07Oct2005					
		Invoice contact Cindy Ferrio						
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Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">54.3 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">59.4 KG</td> </tr> </table>					Net Weight	54.3 KG	Gross Weight	59.4 KG
Net Weight	54.3 KG	Gross Weight	59.4 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603267303 Issue date: 07Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3147477 Purchase order no: 0550038970 from 06Oct2005 PLANT DA01								
3065219 DOW CORNING(R) X3-1598 ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002386777 120 lbs = 3 Pail 9.50 USD 1 lbs 1140.00 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46762 VENDOR CODE 1002602								
Total Payable (USD)				1140.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
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SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		1140.00						
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Pg. 85 of 105
Pls remit to address at bottom of invoice
Reprint Printout SCHD-AM 11Oct2005 15:21:36

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582048		Date 07Oct2005
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
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Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 362.8 KG Gross Weight 407.4 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603267304 Issue date: 07Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3136872 Purchase order no: 0550060323 from 28Sep2005 PLANT DA01				
3127524 DOW CORNING(R) 3-4155 HV DIELECTRIC GEL KIT, 181.4 KG (800 LB) Kit Batch: 0002397314 800 lbs = 1 Kit 4.40 USD 1 lbs 3520.00 Customer Spec No.: DELCO ELECTRONICS:M-10568-10 Cust. Spec Revision: B Revision Date: 29Jan1997 Customer Material: 21000909 VENDOR CODE 1002602				
Total Payable (USD)				3520.00
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18. FAIR LABOR STANDARDS ACT

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Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care Initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

14121 449-9000
 (RD01) 792-2821-PA WATTS
 9001 245-1244-INTERSTATE WATTS

S.C.A.C.
 PJXI

PJAX
FREIGHT SYSTEM

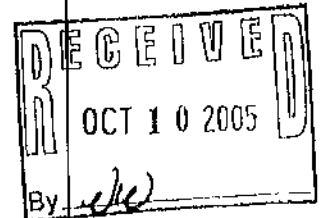
PJAX
 P.O. BOX 1290
 GIBSONIA, PA 15044-1290

Pro No: 121797583

CONS IGN MENT	DELPHI DELCO 66001	55362	DOW CORNING	42914
	2033 E BLVD		5300 11 MILE ROAD	
	66001		615225588	
	KOKOMO, IN 46904		AUBURN, MI 48611	
	P.O. # 0550038970	DEPT. MAMC	B/L# 8603267303	
SPECIAL INSTRUCTIONS			DELCO & ACCUSHIP	55521
			1900 EXETER ROAD	

TRM	DATE	ORIGIN	TERMINAL	DESTINATION	TERMINAL
	10/07/05	SAG		IND	
TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	I/L PRO# & DATE

PIECES	ITEM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT ADHESIVE NOI 004620 SUB 05 MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C - 5C PLANT DA01 ATTN: GOODS RECEIPT 10 Percent Fuel Surcharge Applied.	1,029		
1		<----- Totals ----->	1,029	PLT 1	COLL



DELIVERY RECEIPT


DRIVER
 SIGNATURE *ls*
 DATE *10* TIME IN *11* TIME OUT *11*

RECEIVED IN GOOD CONDITION AS NOTED
 CUSTOMER NAME
 CUSTOMER
 SIGNATURE

TOTAL PCS

1

Invoices 1003582047
 1003582048

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582049		Date 07Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041220 DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PLANT DA01 2033 EAST BOULEVARD KOKOMO IN 46904 United States						
Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">3.4 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">74.8 KG</td> </tr> </table>					Net Weight	3.4 KG	Gross Weight	74.8 KG
Net Weight	3.4 KG	Gross Weight	74.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603267997 Issue date: 07Oct2005 Delivery terms: CIP PPAL FOB ORIGIN								
Sales order: 3136819 Purchase order no: 0550039439 from 28Sep2005 PLANT DA01								
4044010 DOW CORNING(R) 3-1846 ADHESIVE, 55 ML Crtrdrg Batch: 0002439104 66 Crtrdrg = 66 pc 47.38 USD 1 Crtrdrg 3127.08 Customer Material: 46777 VENDOR CODE 1002602								
Total Payable (USD)				3127.08				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable 3127.08						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		Currency USD						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

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4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Price charged will be price in effect at planned date of delivery.

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8. TAXES:

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9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

ABEL, DAWN M. (DMABEL)

From: technicalsupport@blue.fedex.com
Sent: Friday, October 14, 2005 2:25 PM
To: ABEL, DAWN M. (DMABEL)
Subject: FedEx Custom Critical Shipment Delivery Notice for PRO 23416105

DAWN ABEL,

Thank you for choosing FedEx Custom Critical to handle your critical shipment. If you are a registered Shipping Toolkit user, you can access your shipment's shipping documents - including invoices, bills of lading and proof's of delivery at <http://customcritical.fedex.com/tracking>.

For further questions about your shipment, call 1.800.762.3787 to speak to a Customer Assistance Team member. We are available to you 24 hours a day, 365 days a year. Please reference PRO No. 23416105 for questions regarding this shipment.

***** SHIPMENT SUMMARY *****

Company Name: DOW CORNING (H)
Contact: MIKE EURICH -- 989-496-7090
PRO Number: 23416105
Division: Surface Expedite - 1.800.762.3787
Trip Mileage: 317
Transit Time: 7 hours 6 minutes

1003582049

***** ITINERARY *****

Pickup Location
DOW CORNING (H)
5300 ELEVEN MILE RD
AUBURN, MI 48611

Requested Time: 10/07/2005 at 4:17 PM EDT
At pickup: 10/07/2005 at 5:58 PM EDT
Actual pickup: 10/07/2005 at 6:15 PM EDT

Delivery Location
DELPHI DELCO ELECTRONICS
2033 E BLVD
SHIP DUNS 002136823
KOKOMO, IN 469029005

Requested Time: 10/07/2005 at 10:53 PM EST
At delivery: 10/07/2005 at 10:05 PM EST
Actual delivery: 10/07/2005 at 10:15 PM EST
Signed for by: VICKIE WARD


***** FREIGHT DETAILS *****

Commodity: ADHESIVE
Pieces: 1

Weight: 13 lb

FedEx Custom Critical
Surface Expedite Division
1.800.762.3787
<http://customcritical.fedex.com>

Setup orders quickly by using Fast Ship <https://customcritical.fedex.com/ship> to duplicate a past shipment or convert a quote to an order.

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582050		Date 07Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States						
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Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">60.0 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">64.8 KG</td> </tr> </table>					Net Weight	60.0 KG	Gross Weight	64.8 KG
Net Weight	60.0 KG	Gross Weight	64.8 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603267305 Issue date: 07Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3147489 Purchase order no: 0550053982 from 06Oct2005 PLANT DA24								
3131505 DOW CORNING(R) 1-4174 THERMALLY CONDUCTIVE ADHESIVE, 10 KG (22 LB) Pail Batch: 0002428965 132 lbs = 6 Pail 42.00 USD 1 lbs 5544.00 Customer Material: 46790 VENDOR CODE: 1002602								
Total Payable (USD)				5544.00				
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 5544.00 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

1. END USE

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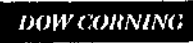
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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582051		Date 07Oct2005
		Invoice contact Cindy Ferrio		
		Phone: 989-496-7728 Fax: 989-496-6299		
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041747 DELPHI DELCO ELECTRONICS SYSTEMS DELPHI AUTOMOTIVE PLANT DA24 702 JOAQUIN CAVAZOS ROAD LOS INDIOS TX 78567 United States		
Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 90.5 KG Gross Weight 99.0 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603267305 Issue date: 07Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3147562 Purchase order no: 0550041009 from 06Oct2005 PLANT DA24				
3065260 DOW CORNING(R) 3-6265 THIXOTROPIC ADHESIVE, 18.1 KG (40 LB) Pail Batch: 0002374123 200 lbs = 5 Pail 16.76 USD 1 lbs 3352.00 Customer Spec No.: DELCO ELECTRONICS:M-10437-20 Cust. Spec Revision: C Revision Date: 16May1996 Customer Material: 46759 VENDOR CODE 1002602				
Total Payable (USD)				3352.00
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		3352.00		USD
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The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

DOW CORNING

Dow Corning Corporation
2200 W. Salzburg Rd.
PO Box 994
MIDLAND MI 48686-0994

Telephone (800) 248-2481
Fax (989) 496-6974

Delivery Note

Delivery Number 8603267305	Issue Date 07Oct2005	Shipment Reference
Route Midland Area to West Texas, 4d		Delivery Date 13Oct2005
Terms of Delivery FCA SHIPPOINT COLLECT		Shipping Conditions Standard Surface
Mode of Transport Truck		Emergency Call Numbers DowCorning 1-888-335-1331 ChemTree 1-800-424-9300

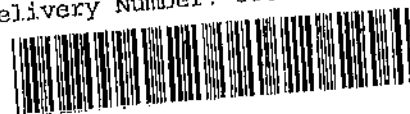
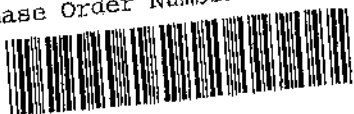
Ship-to 1041747
DELPHI DELCO ELECTRONICS SYSTEMS
DELPHI AUTOMOTIVE
PLANT DA24
702 JOAQUIN CAVAZOS ROAD
LOS INDIOS TX 78567
Attn: GOODS RECEIPT
Telephone (956)228-2368

Sold-to 1041747
DELPHI DELCO ELECTRONICS
SYSTEMS
DELPHI AUTOMOTIVE
PLANT DA24
702 JOAQUIN CAVAZOS ROAD
LOS INDIOS TX 78567

Shipping point 0047
Dow Corning Corporation
Auburn Plant
5300 11 Mile Road
AUBURN MI 48611
Telephone (989) 496-7000
Fax (989) 496-7015

Goods Description	Quantity	Net Weight	Gross Weight
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Sales Order Number: 3147489 Standard Order from 06Oct2005
Purchase Order Number: 0550053982 from 06Oct2005 Delivery Number: 8603267305



SID# (28) 8603267305

PLANT DA24

Invoice 1003582050 \$1003582051

ADHESIVE NOI 004620 SUB 05 CL/60
3131505 DOW CORNING(R) 1-4174 THERMALLY CONDUCTIVE ADHESIVE, 10 KG (22 LB) Pail

Item total: 132.0 lbs = 6.0 Pail

*** Material must be kept refrigerated ***

*** Store BETWEEN -10C to +5C ***

ECCN: EAR99

Customer Material: 46790

VENDOR CODE: 1002602

Batch: 0002428965

Expiration Date: 25Mar2006

SKD	LSE CTN	ORM	BUN	<input type="checkbox"/> SWAC
CRTS	BSKT	RCK	TOTE	<input type="checkbox"/> SL & C
SWS-OF		CTN	SWS-BTC	
OTHER		SHIP. INIT.		

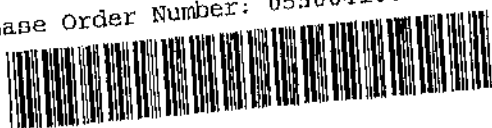
Subject to NMFC 100/CTH-100 and 49 USC 14708 and DOT 49 CFR 370

6 Pail

60.0 KG

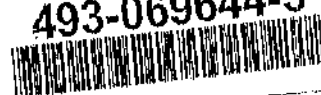
64.8 KG

Sales Order Number: 3147562 from 06Oct2005
Purchase Order Number: 0550041009 from 06Oct2005



Central Transport

493-069644-3



PLANT DA24

ADHESIVE NOI 004620 SUB 05 CL/60
3065260 DOW CORNING(R) 3-6265 THIXOTROPIC ADHESIVE, 10.1 KG (40 LB) Pail

Item total: 200.0 lbs = 5.0 Pail


*** Material must be kept refrigerated ***

Discover more about Dow Corning at: <http://www.dowcorning.com>

Pg 100 of 105

DOW CORNING Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994		Delivery Note Page 2 of 2	
Ship-to DELPHI DELCO ELECTRONICS SYSTEMS		Sold-to DELPHI DELCO ELECTRONICS SYSTEMS	
Delivery Number 8603267305		Issue Date 07Oct2005	
Shipment Reference			
H	Goods Description	Quantity	Net Weight
M			Gross Weight
*** Store BETWEEN -40C to 5C *** ECCN: EAR99 Customer Spec No.: DELCO ELECTRONICS:M-10437-20 Cust. Spec Revision: C Revision Date: 16May1996 Customer Material: 46759 VENDOR CODE 1002602 Batch: 0002374123 Expiration Date: 12Aug2006			
		5 Pail ✓	90.5 KG
			99.0 KG
493-069644-3			
I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse of the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.....DOW CORNING CORP.(signature of consignor)			
Carrier certifies that Emergency Response Information, as required by 49 CFR, Part 172, Sub Part G, is maintained in this transport vehicle. When Carrier furnished container, carrier certifies that container supplied for this shipment is a proper container for the transport of each commodity named hereon. Carrier acknowledges that prior to or at the time this shipment was offered for transportation, the shipper provided or affixed the required placards or orange panels (including prescribed identification numbers) according to applicable regulations for each hazardous material named hereon. Carrier hereby certifies that he is familiar with all the conditions, representations, notices, and certifications contained here on this document.			
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATIONS UNLESS OTHERWISE AGREED.		Total Weights: 150.5 KG 163.8 KG	
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE, SIZE 10B2		No. of shipping units: 0-Pallet 0-Drum 11-Pail 0-Carton 0-IBC 0-Box 0-Bulk 0-Tank 0-Bag	
Shipped by: <i>Kevin S. Case</i>		Carr. Ref: 493-069644-3	
Received by carrier:		Carrier: CENTRAL TRANSPORT (CTH)	
Received by customer:			

Pls remit to address at bottom of invoice

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003582052		Date 07Oct2005
		Invoice contact Cindy Ferrio		
		Phone: 989-496-7728 Fax: 989-496-6299		
Bill-to 1035922 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELCO ELECTRONICS CORP DIVISION PO Box 9005 KOKOMO IN 46904-9005 United States		Ship-to: 1041981 DELCO ELECTRONICS CORP PLANT DA64 7929 SOUTH HOWELL AVENUE OAK CREEK WI 53154 United States		
Payment Terms Pay Immediately 2% Discount Up to 07Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 25.2 KG Gross Weight 27.7 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603267306 Issue date: 07Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3141586 Purchase order no: 0550043380 from 03Oct2005 PLANT DA64				
2751534 DOW CORNING(R) X3-1598 ADHESIVE, 3.6 KG (8 LB) Pail Batch: 0002405775 56 lbs = 7 Pail 12.10 USD 1 lbs 677.60 Customer Spec No.: DELCO ELECTRONICS:M-10437-21 Cust. Spec Revision: B Revision Date: 16May1996 Customer Material: 46761 VENDOR CODE 1002602				
Total Payable (USD)				677.60
PLEASE REMIT TO: Dow Corning Corporation, Bank One, Illinois, ABA 071000013, Acct 5554055. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		677.60		USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

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Invoice 1003582052

(412) 449-8000
(800) 792-2821-PA WATTS
(800) 245-1244-INTERSTATE WATTS

S.C.A.C.
PJXI



PJAX
P.O. BOX 1280
GIBSONIA, PA 15044-1290



Pro No: 121797575

DELCO ELECTRONICS 66011 7929 S HOWELL AVE 66011 OAK CREEK, WI 53154 P.O.# 0550043380	55374	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603267306	42914
DEPT. MAMC			

SPECIAL INSTRUCTIONS

TR#	DATE	ORIGINATION TERM	DESTINATION TERM
	10/07/05	SAG	CHI

DELCO & ACCUSHIP 55521
1900 EXETER ROAD
GERMANTOWN, TN 38138

TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.	I/L PRO# & DATE	PJAX REV.	INTERLINE

PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
1		1 Handling units PLT STC ADHESIVE NOI 004620 SUB 5 MATERIAL MUST BE KEPT REFRIGERATED STORE BETWEEN -40C - 5C ATTN: GOODS RECEIPT PLANT DA64 10 Percent Fuel Surcharge Applied.	61	MIN	
1		<----- Totals ----->	61	PLT 1 COLL	

DELIVERY
RECEIPT

DRIVER
SIGNATURE
DATE TIME IN TIME OUT

RECEIVED IN GOOD CONDITION AS NOTED
CUSTOMER NAME
CUSTOMER SIGNATURE *John Baumgartner*

TOTAL PCS

1

